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**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

IN THE MATTER OF:)	Docket No. 3-455
)	
Master Metals, Inc.)	ADMINISTRATIVE ORDER BY
Site, Cleveland, Ohio)	CONSENT PURSUANT TO
)	SECTION 106 OF THE
)	COMPREHENSIVE
)	ENVIRONMENTAL RESPONSE,
Respondents:)	COMPENSATION, AND
)	LIABILITY ACT OF 1980,
Listed in Attachment A)	as amended, 42 U.S.C.
)	§ 9606(a)
)	

I. JURISDICTION AND GENERAL PROVISIONS

This Order is entered voluntarily by the United States Environmental Protection Agency ("U.S. EPA") and the Respondent. The Order is issued pursuant to the authority vested in the President of the United States by Sections 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9606(a), 9607 and 9622. This authority has been delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Fed. Reg. 2923, and further delegated to the Regional Administrators by U.S. EPA Delegation Nos. 14-14-A, 14-14-C and 14-14-D, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D.

This Order requires the Respondents to perform removal actions and to reimburse response costs incurred by the United States in connection with residential property located at and around 1157, 1159 and 1167 Holmden Avenue, Cleveland, Ohio (the "Holmden Properties"). Contamination at these residential properties originated at the Master Metals, Inc. ("MMI") facility, 2850 W. Third Street, Cleveland, Ohio (the "Facility"). The Facility and the Holmden Properties are collectively referred to as and collectively constitute the "Master Metals Site" or the "Site". The Facility is being addressed in a separate administrative order.

This Order requires the Respondents to conduct a response action at the Holmden Properties. This Order requires the Respondents to conduct a time critical removal action at the Holmden Properties pursuant to the National Contingency Plan ("NCP"), 40 C.F.R. Part 300, as amended, and the Superfund Accelerated Cleanup Model ("SACM") guidance, to abate an imminent and substantial endangerment to the public health, welfare or the environment that may be presented by the actual or threatened release of hazardous substances at or from the Holmden Properties.

A copy of this Order will also be provided to the State of Ohio, which has been notified of the issuance of this Order pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

Respondents' participation in this Order shall not constitute an admission of liability or of U.S. EPA's findings or determinations contained in this Order except in a proceeding to enforce the terms of this Order. Respondents agree to comply with and be bound by the terms of this Order. Respondents further agree that they will not contest the basis or validity of this Order or its terms.

II. PARTIES BOUND

This Order applies to and is binding upon U.S. EPA, and upon Respondents and Respondents' heirs, receivers, trustees, successors and assigns. Any change in ownership or corporate status of any Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Order. Respondents are jointly and severally liable for carrying out all activities required by this Order. Compliance or noncompliance by one or more Respondents with any provision of this Order shall not excuse or justify noncompliance by any other Respondent.

Respondents shall ensure that their contractors, subcontractors, and representatives comply with this Order. Respondents shall be responsible for any noncompliance with this Order.

III. FINDINGS OF FACT

Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds, and, for purposes of enforceability of this Order, the Respondents stipulate that the factual statutory prerequisites under CERCLA necessary for issuance of this Order only have been met. U.S. EPA's findings and this stipulation include the following:

1. The Master Metals Site is comprised of both the MMI Facility and a nearby residential property area, the Holmden Properties, where MMI lead-bearing materials were deposited as fill.
2. The MMI Facility is located in the "flats" area of downtown Cleveland, in an industrialized sector of the City. This property encompasses 4.3 acres. It is bordered on two sides by railroad tracks, with an LTV Steel facility located immediately to the east and south. The Cuyahoga River is located approximately 1,500 feet to the east. A playground and athletic field is located approximately 1,500 feet to the west and the nearest residential area begins approximately 2,000 feet to the northwest.
3. The Holmden Properties are located in a residential neighborhood, atop a hillside overlooking the flats. These properties encompass .5 acres. They are surrounded on the north, east and west by continuing residential areas and on the south and southeast by industrial areas located at the bottom of the hillside.
4. Persons, including but not limited to the Respondents listed in Attachment A, are current or past owners of the Site or prior to July 1987 arranged for disposal or treatment or prior to July 1987 arranged with a transporter for transport for disposal or treatment of hazardous substances at the Site or accepted hazardous substances for transport to disposal or treatment at the Site or the Holmden Properties.
5. The current property owner of 1159 Holmden Avenue is Joseph Koptis.

6. The current property owner of the Facility is MMI. The President of MMI is Douglas K. Mickey.
7. National Lead Industries, Inc. (NL) initially constructed the Facility in 1932, building it on slag fill. It owned and operated the Facility as a secondary lead smelter, producing lead alloys from lead-bearing dross and lead scrap materials. NL also engaged in battery cracking as part of its operations.
8. MMI purchased the Facility in 1979. MMI thereafter continued to run the Facility as a secondary lead smelter, receiving lead-bearing materials from off-Site sources. The lead-bearing feed material received by MMI was classified and regulated under the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq., as "D008" hazardous waste. In its operations, MMI used rotary and pot furnaces to convert these lead-bearing materials into lead ingots. Each furnace utilized by MMI contained a baghouse, a pollution screening structure that collected particulate matter from the furnace. The collected dust comprised approximately 60 percent lead. The sludge remaining in the furnaces after smelting was classified and regulated under RCRA as "K069" hazardous waste.
9. By-products from the smelting operation included furnace flux, slag, dross, baghouse fines and furnace sludge. Excluding slag, most of the material was recycled back into the furnaces. Slag was tested and disposed of off-Site. Cooling water was diverted to the City of Cleveland sewer system. Finished lead ingots were stored in the roundhouse at the north end of the property prior to shipment off-Site.
10. MMI had a long history of non-compliance with various state and federal environmental, health and safety laws, as well as a history of poor operating practices; releases of hazardous materials to the environment, including the Facility property, have been documented.
11. On November 19, 1980, MMI filed a "Part A permit" pursuant to RCRA, thereby obtaining "interim status" under RCRA to operate certain of the Facility's waste piles and treatment units, as well as a container-based storage area.

12. MMI filed for Chapter 11 bankruptcy on January 11, 1982, in the United States Bankruptcy Court for the Northern District of Ohio. It subsequently went into reorganization. Prior to November 8, 1985, MMI submitted a Part B RCRA application. However, on November 8, 1985, the hazardous waste piles at the Facility that contained lead-bearing dusts lost interim status for failure to comply with financial requirements of 40 CFR Part 265, Subpart H.
13. The United States filed a complaint for violations of RCRA on June 15, 1987, in the United States Bankruptcy Court for the Northern District of Ohio, seeking closure of the D008/K069 waste piles and compliance with RCRA financial responsibility requirements. On September 4, 1987, MMI and the United States entered a Stipulation to resolve these RCRA violations.
14. In the late summer of 1987, agents or employees of MMI deposited lead-bearing materials from the Facility at the Holmden Properties as fill. These same agents or employees of MMI dumped some lead-bearing Facility material over the edge of the Holmden Properties hillside.
15. In August 1987, MMI submitted a partial closure plan to the United States that included procedures to close the D008 and K069 waste piles. MMI was to submit an additional closure plan to address all other solid waste management units at a later date. As part of the partial closure plan, MMI took subsurface soil samples from the battery storage area waste pile. The soil in this area did contain cadmium and lead, but was not considered toxic according to the U.S. EPA's Environmental Profile ("EP") toxicity criteria. Groundwater was encountered between three and ten feet below ground surface and was found to contain high concentrations of lead.
16. On January 15, 1990, MMI entered into a Consent Decree with the United States to resolve continuing RCRA violations. This Consent Decree required, among other things, that MMI properly track all hazardous waste at the Facility; submit annual reports to Ohio EPA, cease battery cracking at the Facility; conduct an investigation to determine subsurface and groundwater conditions at the facility, characterize waste at the Facility, store waste properly, close waste piles containing hazardous waste in accordance with an approved RCRA

closure plan; establish closure trust funds or other authorized mechanisms and fund those mechanisms in compliance with RCRA requirements; and establish RCRA-required financial liability coverage.

17. Between January 15, 1990 and August 17, 1990, MMI accumulated over 1,500 alleged violations of the Consent Decree, spanning 19 decree provisions. MMI also committed additional RCRA permit violations during this period, and continued to demonstrate noncompliance with other health and safety standards. Among the incidentals of these violations were MMI's poor handling and control of toxic waste, such that toxic waste remained exposed to the environment at the Facility.
18. In April 1990, MMI submitted to U.S. EPA a revised RCRA "Part B permit" application for closure of various solid waste management units.
19. In August 1990, the United States filed a motion for civil contempt in the District Court for the Northern District of Ohio regarding MMI's Consent Decree violations. The Court denied that motion, granting MMI six months to achieve compliance. The motion for contempt was refiled in January 1991 with the same result. In May 1991, the Court granted the motion, requiring MMI to cease operations in July 1991. However, the Court reconsidered this motion in June and denied the plaintiff government's relief.
20. In addition, on November 9, 1990, the United States demanded by letter from MMI \$2,286,500 in stipulated penalties for MMI's Consent Decree violations from January 15, 1990 to August 17, 1990, according to the Decree's terms. On June 26, 1992, the United States reached its final determination on these stipulated penalties for MMI, reducing MMI's stipulated penalty to \$1,593,000. MMI appealed this determination pursuant to the Decree's provision on dispute resolution to the District Court for the Northern District of Ohio, which never ruled on the penalties. The United States filed a motion to dismiss in October 1996 on the grounds of mootness, which the Court granted in an October 29, 1996 Order.

21. In December 1990, MMI contracted with Compliance Technologies, a consulting firm, to install and sample groundwater monitoring wells on the Master Metals Site. Analytical results from the four monitoring wells indicated that the surrounding groundwater was contaminated at levels greater than the maximum contaminant levels ("MCL") for lead and cadmium established under the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.
22. Analysis of Facility soil samples for total metals and pH by a U.S. EPA-approved laboratory revealed that the Facility soil contained elevated levels of barium, cadmium, chromium, lead and nickel. The southern portion of the Facility near the drum storage area contained concentrations of lead exceeding 10,000 parts per million. Elevated lead levels were also discovered near the battery cracking area.
23. In August 1991, Ohio EPA collected samples of raw materials from the MMI rotary furnace and two waste bins as part of the Consent Decree requirements. These samples contained lead concentrations as high as 5,349 mg/l.
24. Prior to September 1991, the occupants of 1157 Holmden Avenue at the Holmden Properties contacted Ohio EPA, stating that they believed that MMI fill material deposited on their property constituted hazardous waste. The occupants believed that the fill material was hazardous waste because of its distinctive odor and color, because vegetation died and would not grow in the area that had been filled, and because their daughter's feet burned when she walked over the filled area in her bare feet.
25. On September 17, 1991, Ohio EPA began soil sampling at the Holmden Properties. Analysis of these samples by a U.S. EPA-approved laboratory showed significant levels of lead and cadmium. Ohio EPA required MMI to remove contaminated soils from the Holmden Properties. In March 1992 and after the cleanup, Ohio EPA resampled the soil at the Holmden Properties and discovered additional contamination. Lead was detected in concentrations as high as 7,210 ppm in Holmden Properties soils.

26. In July 1992, U.S. EPA contracted with an outside technical assistance team ("TAT") to collect soil samples on and around the Facility property to determine if the Facility contaminants were subject to airborne transport. Analysis of these samples for RCRA metals and Toxicity Characteristic Leachate Procedure ("TCLP") metals by a U.S. EPA-approved laboratory revealed that TCLP lead was present in concentrations more than 200 times greater than the RCRA regulatory level of 5 mg/l, at all sample location points except for one Facility and one off-Facility location. Facility soil samples indicated the presence of TCLP arsenic and cadmium, with one location testing at 115,000 ppm for lead. Surface samples collected from off-Facility near both the Valleyview Apartments complex -- 1,500 feet northwest of the Facility -- and Tremont Valley Park -- 2,000 feet northwest of the Facility -- were found to contain lead concentrations ranging from 148 to 1,850 ppm. The source of this latter lead contamination has not been conclusively traced to MMI. .
27. Three ambient air monitors were installed by the Ohio EPA near the facility property in January of 1992. During the first two quarters of 1992, air samples collected from the station immediately downwind of MMI revealed exceedances of the Clean Air Act's ("CAA"), 42 U.S.C. §§ 7401 et seq., National Ambient Air Quality Standards ("NAAQS") for lead. In April and May 1992, four more NAAQS violations were recorded. In July 1992, MMI installed a sprinkler system in an attempt to prevent airborne lead from migrating off the Facility property.
28. On August 3, 1992, Ohio EPA ordered an immediate 30-day shut down of the Facility because of MMI's "life-threatening" violations of the NAAQS for lead. During MMI's shutdown, downwind ambient air monitoring data collected by Ohio EPA registered lead levels in violation of the NAAQS for lead on every day except one. An unknown portion of these NAAQS violations were due to lead-laden Facility dust migrating off-Facility via prevailing winds. To minimize the effects of wind-blown Facility dust, MMI on September 9, 1992 directed a thorough cleaning of West Third Street.
29. In December 1992, MMI removed additional contaminated soils from the Holmden Properties as ordered by Ohio EPA. After

this excavation, MMI collected additional soil samples at the Holmden Properties. Analysis of these samples showed elevated levels of lead as high as 57 000 ppm.

30. On August 5, 1993, the Ohio EPA director ordered MMI to cease operating the Facility until it could demonstrate compliance. Despite the shutdown of the Facility's furnaces on this date, a U.S. EPA downwind air monitoring station routinely detected elevated lead concentrations as much as 500 times greater than the upwind concentrations and 33 times the NAAQS quarterly average. An unknown portion of these NAAQS violations were due to lead-laden Facility dust migrating off-Facility via prevailing winds.
31. Shortly after MMI was shut down, Bank One of Akron, Ohio took possession of all of MMI's cash collateral and accounts receivable.
32. After MMI's shutdown, MMI and U.S. EPA continued negotiations to resolve MMI's RCRA noncompliance. As part of these negotiations, MMI and Mr. Mickey provided financial information to U.S. EPA.
33. On March 28, 1995, U.S. EPA's RCRA Division deferred the Master Metals Site to CERCLA for cleanup. In an August 22, 1995 letter, MMI withdrew all permits still in effect regarding its operation, effectively terminating its ability to legally treat, store or dispose of hazardous waste at the Facility.
34. The occupants of 1157 Holmden Avenue at the Holmden Properties were unable to ever return to their home. The house on the property was vandalized during its vacancy and, later, damaged by arson. The City of Cleveland condemned the house on August 18, 1995. On February 22, 1996, the City demolished it.
35. Throughout 1995 and 1996, vandals and scavengers visited the Facility on an intermittent basis. Further, in 1995 or 1996, MMI partially demolished one of the Facility structures, leaving piles of rubble, girders and sheet metal standing around the structure's remains.

36. On April 9, 1997, additional Site investigation began at the Holmden Properties. This investigation included sampling which revealed that the Holmden Properties contained approximately 2,000-3,000 cubic yards of lead-impacted materials exceeding the 400 ppm default cleanup criteria set for that investigation. Lead levels as high as 8,350 ppm were detected.

IV. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the Findings of Fact set forth above, and the Administrative Record supporting these removal actions, U.S. EPA has determined that:

1. The Master Metals Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9). The Holmden Properties are part of the Master Metals Site. The Holmden Properties, standing alone, also constitute a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
2. Lead, cadmium, chromium, barium and nickel are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
3. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
4. Respondents are either persons who at the time of disposal of any hazardous substances at the Holmden Properties owned or operated the Master Metals Site, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), or who prior to July 1987 arranged for disposal or treatment or transport for disposal or treatment of hazardous substances at the Master Metals Site. Each Respondent therefore is liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).
5. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the Holmden Properties and Site into the "environment" as defined by Sections 101(8) and (22) of CERCLA, 42 U.S.C. §§ 9601(8) and (22).

6. The conditions present at the Holmden Properties and Site constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 C.F.R. § 300.415(b)(2). These factors include, but are not limited to, the following:
 - a. actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants or contaminants; this factor is present at the Holmden Properties due to the existence of fill containing lead-bearing waste material within a residential area.
 - b. high levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate; this factor is present at the Holmden Properties due to the existence of lead at levels as high as 57,000 ppm within the soil at and near the Holmden Properties, including on a steep hillside.
 - c. weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released; this factor is present at the Holmden Properties due to the existence of lead-bearing soil in an uncontrolled and exposed manner, including on a steep hillside.
7. The actual or threatened release of hazardous substances from the Holmden Properties and Site may present an imminent and substantial endangerment to the public health, welfare, or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).
8. The removal actions required by this Order, if properly performed under the terms of this Order, are consistent with the NCP. The removal actions required by this Order are necessary to protect the public health, welfare, or the environment.

V. ORDER

Based upon the foregoing Findings of Fact, Conclusions of Law and Determinations, it is hereby ordered and agreed that Respondents shall comply with the following provisions, including but not limited to all documents attached to or incorporated into this Order, and perform the following actions:

1. Designation of Contractor, Project Coordinator, and Remedial Project Manager

Respondents shall perform the removal actions required by this Order themselves or retain contractors to implement the removal actions. Respondents shall notify U.S. EPA of Respondents' qualifications or the name and qualifications of such contractors, whichever is applicable, within 5 business days of the effective date of this Order. Respondents shall also notify U.S. EPA of the names and qualifications of any other contractors or subcontractors retained to perform work under this Order at least five business days prior to commencement of such work. U.S. EPA retains the right to disapprove of any of the contractors and/or subcontractors retained by the Respondents. If U.S. EPA disapproves a selected contractor, Respondents shall retain a different contractor within two business days following U.S. EPA's disapproval and shall notify U.S. EPA of that contractor's name and qualifications within three business days of U.S. EPA's disapproval.

Within five business days after the effective date of this Order, the Respondents shall designate a Project Coordinator who shall be responsible for administration of all the Respondents' actions required by the Order. Respondents shall submit the designated coordinator's name, address, telephone number, and qualifications to U.S. EPA. To the greatest extent possible, the Project Coordinator shall be present on-site or readily available during site work. U.S. EPA retains the right to disapprove of any Project Coordinator named by the Respondents. If U.S. EPA disapproves a selected Project Coordinator, Respondents shall retain a different Project Coordinator within three business days following U.S. EPA's disapproval and shall notify U.S. EPA of that person's name and qualifications within four business days of U.S. EPA's disapproval. Receipt by Respondents' Project Coordinator of any notice or communication from U.S. EPA relating to this Order shall constitute receipt by (all) Respondents.

The U.S. EPA has designated Thomas Alcamo, Remedial Response Branch, Region 5, as its Remedial Project Manager (RPM). Respondents shall direct all submissions required by this Order to the RPM at 77 West Jackson Boulevard, Mail Code SR-6J, Chicago, Illinois, 60604-3590, by certified or express mail. Respondents shall also send a copy of all submissions to Kris Vezner, Assistant Regional Counsel, 77 West Jackson Boulevard, Mail Code C-29A, Chicago, Illinois, 60604-3590, and to Bart Ray, Ohio Environmental Protection Agency, Northeast District Office-DERR, 2110 E. Aurora Rd., Twinsburg, OH, 44087. All Respondents are encouraged to make their submissions to U.S. EPA on recycled paper (which includes significant postconsumer waste paper content where possible) using two-sided copies.

U.S. EPA and Respondents shall have the right, subject to the immediately preceding paragraph, to change their designated RPM or Project Coordinator. U.S. EPA shall notify the Respondents, and Respondents shall notify U.S. EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally but it shall be promptly followed by a written notice.

2. Work to Be Performed

Respondents shall perform, at a minimum, the following time-critical removal actions:

- a. Review all past sampling data and determine what additional sampling, if any, is required to fully characterize the nature and extent of contamination at the Holmden Properties.
- b. Determine a lead cleanup number for the residential property through the use of an U.S. EPA-approved model. The type of model and assumptions used in the model will be discussed with U.S. EPA prior to development. If the analytical results demonstrate that other contaminants are present in the soil and are associated with the site, then a streamlined risk assessment will be completed to determine a cleanup standard for those additional constituents.
- c. Excavation and removal of approximately 2,000-3,000 cubic yards of lead-impacted soil contaminated at levels greater than the lead or other applicable cleanup standard.

- d. Perform confirmatory sampling to ensure that the Holmden Properties have been remediated.

2.1 Work Plan

Within 15 business days after the effective date of this Order, the Respondents shall submit to U.S. EPA for approval and to Ohio EPA a draft Work Plan that is consistent with this Order for performing the time-critical removal activities set forth above. The draft Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Order. The Work Plan shall include a sampling plan for confirming that the excavation at the Holmden Properties has been completed to levels protective of public health and the environment.

U.S. EPA may approve, disapprove, require revisions to, or modify the draft Work Plan. If U.S. EPA requires revisions, Respondents shall submit a revised draft Work Plan within seven business days of receipt of U.S. EPA's notification of required revisions.

In the event of U.S. EPA disapproval of the revised Work Plan, Respondents may be deemed in violation of this Order; however, approval shall not be unreasonably withheld by U.S. EPA. In such event, U.S. EPA retains the right to conduct its own Work Plan and obtain reimbursement for costs incurred in conducting the Work Plan from the Respondents.

Respondents shall implement the Work Plan as finally approved in writing by U.S. EPA in accordance with the schedule approved by U.S. EPA. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent modifications shall be fully enforceable under this Order. Respondents shall notify U.S. EPA and Ohio EPA at least 48 hours prior to performing any on-Site work pursuant to the U.S. EPA-approved work plan. Respondents shall not commence or undertake any removal actions at the Site without prior U.S. EPA approval.

2.2 Health and Safety Plan

Within 15 business days after the effective date of this Order, the Respondents shall submit to U.S. EPA and Ohio EPA for U.S. EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-Site work under this

Order. This plan shall comply with applicable Occupational Safety and Health Administration (OSHA) regulations found at 29 C.F.R. Part 1910. If U.S. EPA determines it is appropriate, the plan shall also include contingency planning. Respondents shall incorporate all changes to the plan recommended by U.S. EPA, and implement the plan during the pendency of the removal action. To prevent duplication of effort, portions of the Health and Safety Plan for the Master Metals facility may be referenced.

2.3 Quality Assurance and Sampling

All sampling and analyses performed pursuant to this Order shall conform to U.S. EPA direction, approval, and guidance regarding sampling, quality assurance/quality control (QA/QC), data validation, and chain of custody procedures. Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with U.S. EPA guidance.

Upon request by U.S. EPA, Respondents shall have such a laboratory analyze samples submitted by U.S. EPA for quality assurance monitoring. Respondents shall provide to U.S. EPA the quality assurance/quality control procedures followed by all sampling teams and laboratories performing data collection and/or analysis. Respondents shall also ensure provision of analytical tracking information consistent with OSWER Directive No. 9240.0-2B, "Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites."

Upon request by U.S. EPA, Respondents shall allow U.S. EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by Respondents or their contractors or agents while performing work under this Order. Respondents shall notify U.S. EPA not less than three business days in advance of any sample collection activity. U.S. EPA shall have the right to take any additional samples that it deems necessary.

2.6 Reporting

Respondents shall submit a monthly written progress report to U.S. EPA and Ohio EPA concerning actions undertaken pursuant to this Order, beginning 30 calendar days after the date of U.S. EPA's approval of the Work Plan, until termination of this Order, unless

otherwise directed in writing by the RPM. These reports shall describe all significant developments during the preceding period, including the work performed and any problems encountered, analytical data received during the reporting period, and developments anticipated during the next reporting period, including a schedule of work to be performed, anticipated problems, and planned resolutions of past or anticipated problems. The Master Metals facility monthly progress report may be modified to include the Holmden Properties to prevent duplication of effort.

Any Respondent that owns any portion of the Site shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice of this Order to the transferee and written notice of the proposed conveyance to U.S. EPA and Ohio EPA. The notice to U.S. EPA and Ohio EPA shall include the name and address of the transferee. The party conveying such an interest shall require that the transferee will provide access as described in Section V.3 (Access to Property and Information).

2.7 Additional Work

In the event that the U.S. EPA or the Respondents determine that additional work is necessary to accomplish the objectives, notification of such additional work shall be provided to the other parties in writing. Any additional work that Respondents determine to be necessary shall be subject to U.S. EPA's written approval prior to commencement of the additional work. Respondents shall complete any additional work that they have proposed, in accordance with standards, specifications and schedules that U.S. EPA has approved in writing. Respondents also shall complete any additional work that U.S. EPA has determined to be necessary and has provided written notice of pursuant to this paragraph, in accordance with standards, specifications and schedules as approved in writing by U.S. EPA.

2.8 Final Report

Within 60 calendar days after completion of all removal actions required under this Order, the Respondents shall submit to U.S. EPA and Ohio EPA for U.S. EPA review a final report summarizing the actions taken to comply with this Order. The final report shall conform to the requirements set forth in Section 300.165 of the NCP, 40 CFR § 300.165. The final report shall also include a good

faith estimate of total costs incurred in complying with the Order, a listing of quantities and types of materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destinations of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits).

The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that, to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of this report, the information submitted is true, accurate, and complete.

3. Access to Property and Information

Respondents shall provide or obtain access to the Site and off-Site areas to which access is necessary to implement this Order, and shall provide access to all records and documentation related to the conditions at the Site and the actions conducted pursuant to this Order. Such access shall be provided to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Ohio representatives, the latter including Ohio EPA. These individuals shall be permitted to move freely at the Site and appropriate off-Site areas in order to conduct actions which U.S. EPA determines to be necessary. Respondents shall submit to U.S. EPA, upon request, the results of all sampling or tests and all other data generated by Respondents or their contractors, or on the Respondents' behalf during implementation of this Order.

Where work under this Order is to be performed in areas owned by or in possession of someone other than Respondents, Respondents shall use their best efforts to obtain all necessary access agreements within 14 calendar days after the effective date of this Order, or as otherwise specified in writing by the RPM. Respondents shall immediately notify U.S. EPA if, after using their best efforts, they are unable to obtain such agreements. Respondents shall describe in writing their efforts to obtain access. U.S. EPA may

then assist Respondents in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as U.S. EPA deems appropriate. Respondents shall reimburse U.S. EPA for all costs and attorneys fees incurred by the United States in obtaining such access.

4. Record Retention, Documentation, Availability of Information

Respondents shall preserve all documents and information in their possession or the possession of their contractors, subcontractors or representatives, relating to work performed under this Order, or relating to the hazardous substances found on or released from the Site, for six years following completion of the removal actions required by this Order. At the end of this six year period and at least 60 days before any document or information is destroyed, Respondents shall notify U.S. EPA that such documents and information are available to U.S. EPA for inspection, and upon request, shall provide the originals or copies of such documents and information to U.S. EPA. In addition, Respondents shall provide documents and information retained under this Section at any time before expiration of the six year period at the written request of U.S. EPA.

5. Off-Site Shipments

All hazardous substances, pollutants or contaminants removed off-Site pursuant to this Order for treatment, storage or disposal shall be treated, stored, or disposed of at a facility in compliance, as determined by U.S. EPA, with the U.S. EPA Off-Site Rule, 40 C.F.R. § 300.440, 58 Fed. Reg. 49215 (Sept. 22, 1993).

6. Compliance With Other Laws

Respondents shall perform all actions required pursuant to this Order in accordance with all applicable local, state, and federal laws and regulations except as provided in CERCLA Section 121(e), 42 U.S.C. § 9621(e), and 40 C.F.R. § 300.415(I). In accordance with 40 C.F.R. § 300.415(I), all on-Site actions required pursuant to this Order shall, to the extent practicable, as determined by U.S. EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements under federal environmental or state environmental or facility siting laws.

7. Emergency Response and Notification of Releases

If any incident, or change in Site conditions during the activities conducted pursuant to this Order causes or threatens to cause an additional release of hazardous substances from the Site or an endangerment to the public health, welfare, or the environment, the Respondents shall immediately take all appropriate action to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the RPM or, in the event of his unavailability, shall notify the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318, of the incident or Site conditions. If Respondents fail to immediately take all appropriate actions, U.S. EPA may respond to the release or endangerment and reserve the right to recover costs associated with that response.

Respondents shall submit a written report to U.S. EPA and Ohio EPA within seven business days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. Respondents shall also comply with any other notification requirements, including those in CERCLA Section 103, 42 U.S.C. § 9603, and Section 304 of the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11004.

VI. AUTHORITY OF THE U.S. EPA REMEDIAL PROJECT MANAGER

The RPM shall be responsible for overseeing the implementation of this Order. The RPM shall have the authority vested in an RPM by the NCP, including the authority to halt, conduct, or direct any work required by this Order, or to direct any other response action undertaken by U.S. EPA or Respondents at the Site. Absence of the RPM from the Site shall not be cause for stoppage of work unless specifically directed by the RPM.

VII. REIMBURSEMENT OF COSTS

Respondents shall pay all past response costs, and oversight costs, of the United States related to the Site that are not inconsistent with the NCP. As soon as practicable after the effective date of

this Order, U.S. EPA will send Respondents a bill for "past response costs" at the Site. U.S. EPA's bill will include an Itemized Cost Summary. "Past response costs" are all costs, including, but not limited to, direct and indirect costs and interest, that the United States, its employees, agents, contractors, consultants, and other authorized representatives incurred and paid with regard to the Site prior to the date through which the Itemized Cost Summary runs.

In addition, U.S. EPA will send Respondents a bill for "oversight costs" on an annual basis. "Oversight costs" are all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this AOC. "Oversight costs" shall also include all costs, including direct and indirect costs, paid by the United States in connection with the Site between the date through which the U.S. EPA's Itemized Cost Summary for "past response costs" ran and the effective date of this AOC.

Respondents shall, within 30 calendar days of receipt of a bill, remit a cashier's or certified check for the amount of the bill made payable to the "Hazardous Substance Superfund," to the following address:

U.S. Environmental Protection Agency
Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

Respondents shall simultaneously transmit a copy of the check to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590. Payments shall be designated as "Response Costs - Master Metals Site" and shall reference the payors' names and addresses, the U.S. EPA site identification number (number), and the docket number of this Order.

In the event that any payment is not made within the deadlines described above, Respondents shall pay interest on the unpaid balance. Interest is established at the rate specified in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). The interest shall begin to accrue on the date of the Respondents' receipt of the bill (or for past response costs, on the effective date of this Order).

Interest shall accrue at the rate specified through the date of the payment. Payments of interest made under this paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section.

Respondents may dispute all or part of a bill for oversight costs submitted under this Order, if Respondents allege that U.S. EPA has made an accounting error, or if Respondents allege that a cost item is inconsistent with the NCP.

If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Respondents shall pay the full amount of the uncontested costs into the Hazardous Substance Fund as specified above on or before the due date. Within the same time period, Respondents shall pay the full amount of the contested costs into an interest-bearing escrow account. Respondents shall simultaneously transmit a copy of both checks to the RPM. Respondents shall ensure that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within 20 calendar days after the dispute is resolved.

VIII. DISPUTE RESOLUTION

The parties to this Order shall attempt to resolve, expeditiously and informally, any disagreements concerning this Order.

If the Respondents object to any U.S. EPA action taken pursuant to this Order, including billings for response costs, the Respondents shall notify U.S. EPA in writing of their objection within 10 calendar days of such action, unless the objections have been informally resolved. This written notice shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting Respondents' position, and all supporting documentation on which Respondents rely (hereinafter the "Statement of Position").

U.S. EPA and Respondents shall within 15 calendar days of U.S. EPA's receipt of the Respondents' Statement of Position, attempt to resolve the dispute through formal negotiations (Negotiation

Period). The Negotiation Period may be extended at the sole discretion of U.S. EPA. U.S. EPA's decision regarding an extension of the Negotiation Period shall not constitute a U.S. EPA action subject to dispute resolution or a final Agency action giving rise to judicial review.

An administrative record of any dispute under this Section shall be maintained by U.S. EPA. The record shall include the written notification of such dispute, and the Statement of Position served pursuant to the preceding paragraph.

Any agreement reached by the parties pursuant to this Section shall be in writing, signed by all parties, and shall upon the signature by the parties be incorporated into and become an enforceable element of this Order. If the parties are unable to reach an agreement within the Negotiation Period, U.S. EPA will issue a written decision on the dispute to the Respondents. The decision of U.S. EPA shall be incorporated into and become an enforceable element of this Order upon Respondents' receipt of the U.S. EPA decision regarding the dispute.

Respondents' obligations under this Order shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with U.S. EPA's decision, whichever occurs. No U.S. EPA decision made pursuant to this Section shall constitute a final Agency action giving rise to judicial review.

IX. FORCE MAJEURE

Respondents agree to perform all requirements under this Order within the time limits established under this Order, unless the performance is delayed by a force majeure. For purposes of this Order, a force majeure is defined as any event arising from causes beyond the control of Respondents or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, that delays or prevents performance of any obligation under this Order despite Respondents' best efforts to fulfill the obligation. Force majeure does not include financial inability to complete the work or increased cost of performance.

Respondents shall notify U.S. EPA orally within 24 hours after Respondents become aware of any event that Respondents contend constitutes a force majeure, and in writing within seven calendar days after the event. Such notice shall: identify the event causing the delay or anticipated delay; estimate the anticipated length of delay, including necessary demobilization and re-mobilization; state the measures taken or to be taken to minimize the delay; and estimate the timetable for implementation of the measures. Respondents shall take all reasonable measures to avoid and minimize the delay. Failure to comply with the notice provision of this Section shall be grounds for U.S. EPA to deny Respondents an extension of time for performance. Respondents shall have the burden of demonstrating by a preponderance of the evidence that the event is a force majeure, that the delay is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay.

If U.S. EPA determines a delay in performance of a requirement under this Order is or was attributable to a force majeure, the time period for performance of that requirement shall be extended as deemed necessary by U.S. EPA. Such an extension shall not alter Respondents' obligation to perform or complete other tasks required by the Order which are not directly affected by the force majeure.

X. STIPULATED AND STATUTORY PENALTIES

For each day, or portion thereof, that Respondents fail to fully perform any requirement of this Order in accordance with the schedule established pursuant to this Order, Respondents shall be liable as follows:

<u>Deliverable/Activity</u>	<u>Penalty For Days 1-7</u>	<u>Penalty For More Than 7 Days</u>
Failure to Submit a Draft Work Plan	\$750/Day	\$2,000/Day

Failure to Submit a Revised Work Plan	\$750/Day	\$2,000/Day
Late Submittal of Progress Reports or Other Miscellaneous Reports/Submittals	\$200/Day	\$500/Day
Failure to Meet any Scheduled Deadline in the Order	\$200/Day	\$500/Day

Upon receipt of written demand by U.S. EPA, Respondents shall make payment to U.S. EPA within 20 days and interest shall accrue on late payments in accordance with Section VII of this Order (Reimbursement of Costs).

Even if violations are simultaneous, separate penalties shall accrue for separate violations of this Order. Penalties accrue and are assessed per violation per day. Penalties shall accrue regardless of whether U.S. EPA has notified Respondents of a violation or act of noncompliance. The payment of penalties shall not alter in any way Respondents' obligations to complete the performance of the work required under this Order. Stipulated penalties shall accrue, but need not be paid, during any dispute resolution period concerning the particular penalties at issue. If Respondents prevail upon resolution, Respondents shall pay only such penalties as the resolution requires. In its unreviewable discretion, U.S. EPA may waive its rights to demand all or a portion of the stipulated penalties due under this Section. Such a waiver must be made in writing.

The stipulated penalties set forth above shall not be the sole or exclusive remedy for violations of this Order. Violation of any provision of this Order may subject Respondents to civil penalties of up to \$25,000 per violation per day, as provided in Section 106(b)(1) of CERCLA, 42 U.S.C. § 9606(b)(1). Respondents may also be subject to punitive damages in an amount up to three times the amount of any cost incurred by the United States as a result of such violation, as provided in Section 107(c)(3) of CERCLA, 42

U.S.C. § 9607(c)(3). Should Respondents violate this Order or any portion hereof, U.S. EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and/or may seek judicial enforcement of this Order pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606.

XI. RESERVATION OF RIGHTS

Except as specifically provided in this Order, nothing herein shall limit the power and authority of U.S. EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Order. U.S. EPA also reserves the right to take any other legal or equitable action as it deems appropriate and necessary, or to require the Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

XII. OTHER CLAIMS

By issuance of this Order, the United States and U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or U.S. EPA shall not be a party or be held out as a party to any contract entered into by the Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out activities pursuant to this Order.

Except as expressly provided in Section XIII (Covenant Not To Sue), nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against the Respondents or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or the common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§ 9606(a), 9607(a).

This Order does not constitute a preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2). The Respondents waive any claim to payment under Sections 106(b), 111, and 112 of CERCLA, 42 U.S.C. §§ 9606(b), 9611, and 9612, against the United States or the Hazardous Substance Superfund arising out of any action performed under this Order.

No action or decision by U.S. EPA pursuant to this Order shall give rise to any right to judicial review except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XIII. COVENANT NOT TO SUE

Except as otherwise specifically provided in this Order, upon issuance of the U.S. EPA notice referred to in Section XVII (Notice of Completion), U.S. EPA covenants not to sue Respondents for judicial imposition of damages or civil penalties or to take administrative action against Respondents for any failure to perform removal actions agreed to in this Order except as otherwise reserved herein.

Except as otherwise specifically provided in this Order, in consideration and upon Respondents' payment of the response costs specified in Section VII of this Order, U.S. EPA covenants not to sue or to take administrative action against Respondents under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for recovery of past and oversight costs incurred by the United States in connection with this removal action and this Order. This covenant not to sue shall take effect upon the receipt by U.S. EPA of the payments required by Section VII (Reimbursement of Costs).

These covenants not to sue are conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Order. These covenants not to sue extend only to the Respondents and do not extend to any other person.

XIV. CONTRIBUTION PROTECTION

With regard to claims for contribution against Respondents for matters addressed in this Order, the Parties hereto agree that the Respondents are entitled to protection from contribution actions or

claims to the extent provided by Section 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4).

Nothing in this Order precludes Parties from asserting any claims, causes of action or demands against any persons not parties to this Order for indemnification, contribution, or cost recovery.

XV. INDEMNIFICATION

Respondents agree to indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action: (A) arising from, or on account of, acts or omissions of Respondents and Respondents' officers, heirs, directors, employees, agents, contractors, subcontractors, receivers, trustees, successors or assigns, in carrying out actions pursuant to this Order; and (B) for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents, and any persons for performance of work on or relating to the Site, including claims on account of construction delays. Nothing in this Order, however, requires indemnification by Respondents for any claim or cause of action against the United States based on negligent action taken solely and directly by U.S. EPA (not including oversight or approval of plans or activities of the Respondents).

XVI. MODIFICATIONS

Except as otherwise specified in Sections V.2. and V.2.1 (Work To Be Performed and Work Plan), if any party believes modifications to any plan or schedule are necessary during the course of this project, that party shall conduct informal discussions regarding such modifications with the other parties. Any agreed-upon modifications to any plan or schedule shall be memorialized in writing within seven business days; however, the effective date of the modification shall be the date of the RPM's oral direction. Any other requirements of this Order may be modified in writing by mutual agreement of the parties. Any modification to this Order shall be incorporated into and made an enforceable part of this Order.

If Respondents seek permission to deviate from any approved plan or schedule, Respondents' Project Coordinator shall submit a written request to U.S. EPA for approval outlining the proposed modification and its basis.

No informal advice, guidance, suggestion, or comment by U.S. EPA regarding reports, plans, specifications, schedules, or any other writing submitted by the Respondents shall relieve Respondents of their obligations to obtain such formal approval as may be required by this Order, and to comply with all requirements of this Order unless it is formally modified.

XVII. NOTICE OF COMPLETION

When U.S. EPA determines, after U.S. EPA's review of the Final Report, that all work has been fully performed in accordance with this Order, except for certain continuing obligations required by this Order (e.g., record retention, payment of costs), U.S. EPA will provide written notice to the Respondents. If U.S. EPA determines that any removal activities have not been completed in accordance with this Order, U.S. EPA will notify the Respondents, provide a list of the deficiencies, and require that Respondents modify the Work Plan if appropriate to correct such deficiencies.

XVIII. SUBMITTALS/CORRESPONDENCE

Any notices, documents, information, reports, plans, approvals, disapprovals, or other correspondence required to be submitted from one party to another under this Order, shall be deemed submitted either when hand-delivered or as of the date of receipt by certified mail/return receipt requested, express mail, or facsimile.

Submissions to Respondents shall be addressed to:

With copies to:

Submissions to U.S. EPA shall be addressed to:

Thomas Alcamo
U.S. EPA - Region 5
77 West Jackson Boulevard, SR-6J
Chicago, Illinois 60604-3590

With copies to:

Kris Vezner
Assistant Regional Counsel
U.S. EPA - Region 5
77 W. Jackson Boulevard, C-29A
Chicago, Illinois 60604-3590

Submissions to Ohio EPA shall be addressed to:

Bart Ray
Ohio EPA
Northeast District Office-DERR
2110 E. Aurora Rd.
Twinsburg OH 44087

XIX. SEVERABILITY

If a court issues an order that invalidates any provision of this Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this Order, Respondents shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

XX. EFFECTIVE DATE

This Order shall be effective upon signature by the Director, Superfund Division, U.S. EPA Region 5.

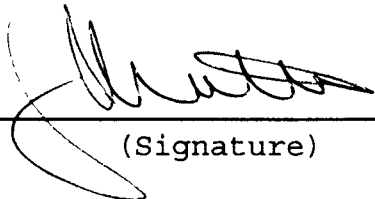
IN THE MATTER OF:

Master Metals, Inc.
Cleveland, Ohio

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 21st day of October, 1997.

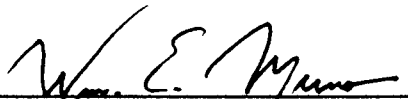
By 
(Signature)

Print: Name: Louis MATTIOLI

On Behalf of: Axsys Technologies, Inc (F/K/A) Veritron

Address: 645 MADISON AVENUE
NY NY 10022

IT IS SO ORDERED AND AGREED

BY: 

DATE: 10/23/97

William E. Muno, Director
Superfund Division
United States Environmental Protection Agency
Region 5

IN THE MATTER OF:

Master Metals, Inc.
Cleveland, Ohio

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 21st day of October, 1997.

By Ross E. Austin
(Signature)

Print: Name: Ross E. Austin
 E. I. du Pont de Nemours and Company
 On Behalf of: Remington Arms Company
 DuPont Company Subsidiaries
 Address: 1007 Market Street
 Wilmington, DE 19898

IT IS SO ORDERED AND AGREED

BY: William E. Muno
William E. Muno, Director
Superfund Division
United States Environmental Protection Agency
Region 5

DATE: 10/23/97

IN THE MATTER OF:

Master Metals, Inc.
Cleveland, Ohio

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 20th day of October, 1997.

By  _____

(Signature)

Print:

Name:

James T. Luke

On Behalf of:

Johnson Controls, Inc.

Address:

P.O. Box 591

Milwaukee, WI 53201

IT IS SO ORDERED AND AGREED

BY:  _____

William E. Muno, Director

Superfund Division

United States Environmental Protection Agency

Region 5

DATE: 10/23/97

ATTACHMENT A

James T. Luck
Johnson Controls, Inc.
Contact:
Michael A. Hatfield, Jr.
Quarles & Brady
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4497

Ross E. Austin
E.I. du Pont de Nemours and Company
Remington Arms Company
DuPont Company Subsidiaries
1007 Market Street
Wilmington, DE 19898

Louis Mattielli
AXSYS Technologies, Inc. (f/k/a) Vernitron
645 Madison Avenue
New York, NY 10022